

SUPPLEMENTAL AGREEMENT NO. 4



This SUPPLEMENTAL AGREEMENT ("Agreement") is made and entered into on this date November __, 2013, by and between City of West Lafayette, acting by and through its Board of Public Works, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING did, on December 28, 2009 enter into an Agreement with the CLIENT for Engineering Services and Documents in relation to the following described project:

***Happy Hollow Road (SR 443) Reconstruction from North River
Road (SR 43) to Sagamore Parkway (US 52)
Tippecanoe County, Indiana***

This supplement is required to revise the following services included in the original scope of work:

Road Design & Plans, Title Searches, and Right-of-Way Engineering.

WHEREAS, in order to provide for completion of the work it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

I. Appendix "A" is amended to read as follows:

G. Road Design & Plans:

- p. UNITED CONSULTING shall make plan revisions, as required by INDOT Central Office Hydraulics, relative to the proposed replacement of the culvert carrying Happy Hollow Road over Happy Hollow Ditch. This involves revised hydraulic report, culvert details, wingwall details and cross-sections for a 16-foot by 6-foot box culvert, as opposed to the City's desired 8-foot diameter pipe culvert ("in-kind") replacement.

- q. UNITED CONSULTING shall attend two (2) Public information Meetings with representatives from the CLIENT in order to gain feedback from the public at-large but also the adjacent property owners. UNITED CONSULTING shall provide a PowerPoint presentation and all necessary Exhibits, as well as send necessary personnel to answer one-on-one questions from the public at the Displays.
- r. UNITED CONSULTING shall make revisions to the Stage 2 Plans, as a result of the Public Information Meeting, including: Extending the proposed Trail from the Happy Hollow Park Entrance south to the newer Parking Lot; Re-design of the proposed Box Culvert to accommodate the Trail Extension; and Enclose the proposed ditch drainage into proposed storm sewers from Knox Drive north to Chippawa Drive.

II. Appendix "C" is amended to read as follows:

G. Road Design & Plans:

- e. Stage 3 Plan submission shall be completed within 60 calendar days after receipt of Notice to Proceed with Supplemental #4 services, and after the City provides the Right-of-Way Certification Letter.

III. Appendix "D" is amended to read as follows:

- 1. The total fee not to exceed in Section D.A.1. shall be changed from ~~\$617,655.00~~ to ~~\$674,155.00~~ ^{+617,625.00} representing an increase of \$56,500.
~~674,125.00~~
- 2. UNITED CONSULTING shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

	<i>Original+Previous Supp.</i>	<i>Revised Total Fee</i>
a. Survey	\$ 66,300	\$ 66,300
b. Environmental Services	\$ 82,642	\$ 82,642
c. Geotechnical Services	\$ 22,663	\$ 22,663
d. Regulatory Permit	\$ 6,600	\$ 6,600
e. Traffic Capacity and Operation Analysis	\$ 16,500	\$ 16,500
f. Signal Design and Plans	\$ 0	\$ 0
g. Road Design and Plans	\$ 276,400	\$ 329,300
TOTAL	\$ 445,505	\$ 498,405

3. UNITED CONSULTING shall be paid Unit Rates for the Right-of-Way Engineering services performed under this Contract in accordance with the following schedule:

	<u>Quantity</u>	<u>Previous Total</u>	<u>Revised Total</u>
a. Title Work	20 Parcels	\$ 8,000	\$ 9,200
b. Legal Description Land Plats & Plans	20 Parcels	\$ 48,000	\$50,400
c. Staking	20 Parcels	\$ 8,000	\$ 8,000
d. APA	20 Parcels	\$ 4,000	\$ 4,000
TOTAL		\$68,000	\$71,600

4. UNITED CONSULTING shall be paid on a lumps sum basis for the Land Acquisition services performed under this Contract in accordance with the following schedule:

	<u>Quantity</u>	<u>Previous Total</u>	<u>Revised Total</u>
a. Appraising	20 Parcels	\$ 16,500	\$16,500
b. Review Appraising	20 Parcels	\$ 4,500	\$ 4,500
c. Management & Supervision	20 Parcels	\$ 24,000	\$24,000
d. Buying	20 Parcels	\$ 28,250	\$28,250
e. Contingency		\$ 5,300	\$ 5,300
TOTAL		\$78,550	\$78,550

IV. Except as herein modified, changed and supplemented, all terms of the original engineering agreement dated December 28, 2009 and Supplemental No. 1 dated July 31, 2012, Supplement No.2 dated June 12, 2013, and Supplement No. 3 dated July 15, 2013 shall continue in full force and effect.


***IN WITNESS WHEREOF, the parties hereto have executed this
Supplemental Agreement No. 4***



UNITED CONSULTING

CLIENT

BY:

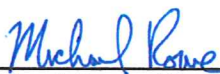


Steven W. Jones, Vice President

BY:

John R. Dennis, Mayor

BY:



Michael Rowe, Vice President

BY:

Sana G. Booker, Member

DATE:

November 13, 2013

BY:

Bradley W. Marley, Member

BY:

Jonathan C. Speaker, Member

BY:

Shawn R. Little, Member

DATE:

ATTEST:

Clerk-Treasurer Judith C. Rhodes